IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO. 81 OF 2006
IN
NOTICE OF MOTION NO. 4057 OF 2005
IN
SUIT NO. 3469 OF 2005

Lokhandwala Construction Ind. P.L.] .. Appellants (Ori.Pltffs.)

Versus

1. Taj Lands End Ltd. & Anr.] .. Respondents (Ori.Defdts.)

Mr. H.J. Thakkar, senior counsel i/b M/s. Thakore Jariwala & Associates for the appellants.

Mr. R.K. Satpalkar i/b M/s. Mulla & Mulla and Cragie Blunt & Caroe for the respondent No.1.

Mr. K. Kaushik for the respondent No.2.

CORAM: R.M. LODHA &
ANOOP V. MOHTA, JJ.

DATED: 17TH FEBRUARY, 2006

P.C. :

. We are informed by the learned senior counsel for the appellants that renewed Bank Guarantee is valid upto 7th March, 2006.

2. Having considered the matter, we are of the view that interest of justice shall be subserved if the learned Motion Judge hears and decides the Notice of Motion before the renewed period of the Bank Guarantee

expires.

3. We accordingly request the learned Motion Judge to take up the Notice of Motion at the earliest possible. The appellants shall be at liberty to apply to the learned Motion Judge for fixing date of hearing of the Notice of Motion in the light of our order.

4. All contentions raised in the Appeal are kept open to be agitated at the time of hearing of the Notice of Motion.

5. Appeal is disposed of accordingly.

Sd/-
[R.M. LODHA, J.]

Sd/-
[ANOOP V. MOHTA, J.]

[srpasha@hc]